

Appendix Exhibit 3

4386 000848

CAUSE NO. 13-07858

CLAYMORE HOLDINGS, LLC,	§	IN THE DISTRICT COURT OF
	§	
Plaintiff,	§	
	§	
v.	§	
	§	DALLAS COUNTY, TEXAS
CREDIT SUISSE AG, CAYMAN	§	
ISLANDS BRANCH and CREDIT	§	
SUISSE SECURITIES (USA) LLC,	§	
	§	
Defendants.	§	134TH JUDICIAL DISTRICT

FINAL JUDGMENT

On November 25, 2014, on a motion by Defendants Credit Suisse AG, Cayman Islands Branch (“**Credit Suisse AG**”) and Credit Suisse Securities (USA) LLC (collectively, “**Defendants**”) to enforce a jury waiver clause against Plaintiff Claymore Holdings, LLC (“**Plaintiff**”), the Court bifurcated this case into two trials: (1) a jury trial on Plaintiff’s fraudulent inducement claim against Defendants; and (2) a bench trial on Plaintiff’s claim for breach of contract against Credit Suisse AG, and Plaintiff’s claims for breach of the implied duty of good faith and fair dealing, aiding and abetting fraud, civil conspiracy, and unjust enrichment against both Defendants, as well as Plaintiff’s request for rescissory damages arising from its fraudulent inducement claim against both Defendants.

On December 1, 2014, this case was called for the jury trial. Plaintiff appeared through counsel and announced ready for trial. Defendants appeared through counsel and announced ready for trial. After a jury was impaneled and sworn, it heard the evidence and arguments of counsel on Plaintiff’s claim for fraudulent inducement. In response to the jury charge, the jury made findings that the Court received, filed, and entered of record. The jury found Defendants liable for fraudulently inducing Plaintiff by affirmative misrepresentation, and awarded damages of \$40,000,000.

On May 27, 2015, this case was called for the bench trial. Plaintiff appeared through counsel and announced ready for trial. Defendants appeared through counsel and announced ready for trial. All matters in controversy, legal and factual, were submitted to the Court for its determination of Plaintiff’s claims for breach of contract, breach of the implied duty of good faith and fair dealing, aiding and abetting fraud, civil conspiracy, and unjust enrichment, as well as Plaintiff’s request for rescissory damages arising from its fraudulent inducement claim.

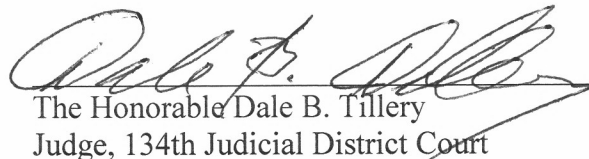
The Court hereby **RENDERS** judgment for Plaintiff. Accordingly, the Court hereby **ORDERS**:

1. On Plaintiff’s claim for breach of contract against Credit Suisse AG and Plaintiff’s claims for breach of the implied duty of good faith and fair dealing, aiding and abetting fraud, civil conspiracy, and fraudulent inducement against both Defendants—each of which caused the same amount of damages, thus

obviating the need for an election of remedies with respect to these claims—the Court orders that Plaintiff recover the following from Defendants, jointly and severally except as to breach of contract (for which Defendant Credit Suisse AG is solely liable):

- a. Damages, whether calculated as expectation damages, rescissory damages, or restitution, in the amount of \$211,863,998.56, after deducting the allocable portions of the CBRE settlement and Cushman & Wakefield settlement;
 - b. Plus pre-judgment interest on the damages awarded at the rate of nine percent from September 16, 2011, until the date of this judgment on September 4, 2015, in the amount of \$75,644,154.22;
 - c. Plus court costs;
 - d. Plus post-judgment interest on all of the above at the rate of nine percent from the date this judgment is entered until all amounts are paid in full.
2. In addition, the Court orders that, at such time that Defendants pay this judgment: (a) Plaintiff shall transfer to an entity designated by Defendants any interests held by the assignor funds in the reorganized debtor LLV Holdco, LLC that they received in accordance with section II.C.1 of the confirmed Third Amended Chapter 11 Plan of Reorganization Proposed by Lake at Las Vegas Joint Venture, LLC and Its Jointly-Administered Chapter 11 Affiliates and the Official Committee of Creditors Holding Unsecured Claims, dated June 21, 2010 (the “**LLV Bankruptcy Plan**”); and (b) Plaintiff shall instruct the trustee of the LLV Creditor Trust to transfer to an entity designated by Defendants any beneficial interests in the trust units held by the assignor funds that they received in accordance with section II.C.1 of the LLV Bankruptcy Plan.
3. This judgment finally disposes of all claims and all parties, and is appealable.
4. The Court orders execution to issue for this judgment.

SIGNED on this 4th day of September, 2015.


The Honorable Dale B. Tillery
Judge, 134th Judicial District Court